

## **GROUND RULES FOR CONTRACT NEGOTIATIONS**

### **I PURPOSE**

This agreement, executed by authorized official of the National Institutes of Health (NIH), hereinafter referred to as the "Employer", and the American Federation of Government Employees (AF GE), Local 2419, hereinafter referred to as the "Union", sets forth the procedures and rules to be observed in Negotiation of a new Contractual Agreement between the Union and the Employer in accordance with Title VII of the Civil Service Reform Act, Public Law 95-454 for the following consolidated units:

A.

#### **Maintenance Engineering Section DES ORS**

All Wage Grade employees of the National Institutes of Health (NIH), Division of Engineering Services (DES), Maintenance Engineering Section (MES), Office of Research Services, located at the Bethesda, Maryland campus, excluding all Management Officials, Supervisors, Professional Employees, and Employees described in 5 U.S.C. 71 12(b)(2), (3), (4), (6) and (7).

B.

#### **Printing and Reproduction DSS. ORS**

All Employees of the Printing and Reproduction Branch (PRB), Division of Support Services (DSS), ORS, NIH but excluding all Management Officials, Supervisors, Professional Employees, and Employees described in 5 U.S.C. 71 12(b)(2), (3), (4), (6) and (7).

C.

#### **Medical Arts and Photography DIRS ORS**

All employees of the Medical Arts and Photography Branch (MAPB), Division of Intramural Research Services (DIRS), ORS, NIH, but excluding all Management Officials, Supervisors, Professional Employees, and Employees described in 5U.S.C.71 12(b)(2), (3), (4), (6) and (7).

D.

#### **Nutrition Department CC**

All Federal Wage System Employees and General Schedule Employees—Health Technicians (Dietetic, GS-699) employed in the Nutrition, NIH, Clinical Center (CC), Bethesda, Maryland, but excluding all Management Officials, Supervisors, Professional Employees, and Employees described in 5 U.S.C. 71 12(b)(2), (3),

(4),(6) and (7).

E. Library Branch DIRS ORS

All employees in the Library Branch (LB), DIRS, ORS, but excluding all Management Officials, Supervisors, Professional Employees, and Employees described in 5 U.S.C. 71 12(b)(2), (3), (4), (6) and (7).

It is agreed that the Parties to this Agreement will be governed by the following procedures during the conduct of Negotiations from the effective date of this Agreement, until the completion of/and implementation of the new consolidated Contract.

II.

COMPOSITION OF TEAM OBSERVERS. SUBJECT MATTER EXPERTS AND COMMUNICATIONS WITH EMPLOYEES:

- A. Teams: The parties have determined that their respective teams will be comprised of 4 persons; including one Union employee stationed in the Union Office. One Chief Negotiator will be appointed for each team. Each team member may appoint an alternate.

B Observers

1. The parties have mutually agreed that one observer will be allowed for every represented entity defined by FLRA certificate, with the consent of their supervisor. This applies equally for both Union and Employer. In total, there can be a maximum of six observers at any meeting.
2. Employees may attend as observers on official time, with their supervisor's approval and upon the mutual approval of both Chief Negotiators, up to a maximum of eight hours. Additionally, employees may attend on their own time at the approval of their Chief Negotiator for union or management. These individuals will count toward the maximum limit of three observers each for management and union.

PROCEDURE FOR OBSERVERS: Process by which Union observers may request attendance is as follows:

- a. At least three working days prior to the meeting, the employee will submit a written request to the Chief Negotiator of the Union team.

- b. The Chief negotiator, UnionTeam, will assess the request for consideration of issues such as the number of observer opening remaining for the requesting team, and, if approved , submit the written request to the Chief Negotiator, Management Team.
- c. The Chief Negotiator, Management Team, will submit the request to the appropriate supervisor for approval. If approved or denied, the Chief Negotiator, Management Team, will notify the Chief, Negotiator, Union Team, of the disposition of the request.
- d. Behavior of Observers: Observers will not speak or take an active part in the negotiations.

**C. Subject Matter Experts**

Subject matter expert(s) may attend and participate in the negotiations, in conjunction with the specific Articles or Sections, being discussed. There is no limit on the number of subject matter experts.

**D. Communication of Progress of Negotiations**

- 1. A web page will be developed jointly by the employer and union officials. The information will be developed by the Union President (RichardLaubach) and the Chief, South Maintenance Unit (James O'Shea) or their designees on a weekly basis.
- 2. An e-mail feed back with three address will be provided. The three addresses are:
  - a. AFGE
  - b. The Employer
  - c. Negotiating Team (which will be provided to both the Employer and the Union).
- 3. The web page will be posted on the Union bulletin boards (located in each bargaining unit). Union Steward will copy the web page and distribute it to employees via employee mailboxes.
- 4. The information on the web page will contain the status of items negotiated and the agenda for the next week.

### III. CONDUCT OF NEGOTIATIONS

- A. Schedule of Negotiations: The parties agree to negotiate Tuesday through Friday for two (2) months using the following schedule: Monday - Work/AWS or Union day for the Union President (as applicable), Tuesdays Union caucus days, Wednesday through Friday from 8:00 a.m. to 10:30 a.m. negotiate, 10:30 a.m. to 1:00p.m. caucus and lunch, 1:00p.m. to 3:30 p.m negotiate. The parties mutually agree that the members of the negotiations team may request Official Time from their bank of hours under the MES contract to conduct Union business on the Mondays they work. Both parties agree to utilize a facilitator to conduct the negotiations.

Beginning the third month, the parties mutually agree to negotiate by the following schedule: Monday - Work/AWS or Union day for the Union President (as applicable), Tuesday and Thursday 8:00 a.m. to 10:30 a.m. negotiate, 10:30 a.m. to 1:00 pm. caucus and lunch, 1:00p.m. to 3:30 pm. negotiate. Wednesdays and Thursday will be caucus days.

The participating negotiating team members (the Employer and the Union) mutually agree to have the same work schedule with their Alternative Work Schedule (AWS) days on a Monday.

If management cancels the negotiations for any reason, it is mutually agreed by both parties that the Union may, if desired, use the day as a caucus day. Otherwise, the Union team members will report for duty.

For the purposes of this agreement, Union negotiating team members will be on official time from the official start of their tour of duty on negotiation days for the purpose of preparation time.

- B. Exchange of Initial Contract Proposals: Both parties mutually agree to exchange initial contract proposal 90 calendar days after the date of signature on the ground rules. Each party shall provide to the other party with one (1) hard copy of the contract proposals, a copy of the proposals on a 3.5 computer diskette in WordPerfect 6.1 for Windows, and, if possible, verbiage that is changed from the current NIH agreement dated December 12/2/94, in **BOLDED** type.
- C. Negotiation Start Date: Both parties mutually agree that negotiations will commence within 30 calendar days of receipt of the initial contract proposals.

D.

Length of Negotiations:

Initial bargaining sessions shall last no longer than a period of six (6) months. At that time, if negotiations have not been completed, the parties mutually agree to reassess whether additional time is warranted. If additional time is not deemed appropriate, remaining issues will be processed within the framework of Chapter 71 of Title 5 of the U.S. Code and related amendments to 5 USC 5596(b).

E. Caucus: Either party may ask for a caucus at any time during the negotiations. Caucuses are limited to one fourth (1/4) hour with additional time as requested by the Chief Negotiator and mutually agreed upon. The requesting Party will remain in the Negotiating Room with the opposing Party withdrawing to an independent location. No persons that are not team members either management or union will be allowed to remain in caucus rooms with either team, when a caucus is in effect, with the exception of subject matter experts.

F. Recorder: Either management or Union may choose to employ and fund a recorder at their discretion.

G. Worksite Visits

The Union desires access to visit work sites in preparation for contract negotiations.

**Intent:** To observe conditions of employment, work environment, work practices, and procedures.

1. The worksite visits will be done by the Chief Negotiators for Union and Management (or their designated representative).
2. The tour of the worksite will be conducted by an official Union Steward for that area and a manager from the worksite. Where there is no steward, a volunteer from the employees will be requested. If no volunteer, management will conduct the tour.
3. The Union Representative will be allowed to generally ask questions concerning conditions of employment, work environment, work

practices and procedures. Excessive discussions with employees will not occur.

4. The Union and Management Chief Negotiators will meet to schedule worksite tours and will phone the site manager to request permission for the tour. If a tour would adversely affect peak work flow, the tour will be rescheduled.
5. The two Chief Negotiators will determine the time as reasonable, necessary, and in the public interest to conduct worksite visits.

#### **H. Location and Cost Sharing**

The initial two (2) months of bargaining will be conducted at an NIH facility. After the initial two (2) month, beginning the third month of bargaining, the parties mutually agree to hold the bargaining session at the Bolger Academy except for one (1) day per month which will be held at the AFGE National Headquarters building in Washington, D.C. Union agrees to cost share at the rate of \$450 per month on negotiation facilities. Further the Union agrees to bear the burden of the facility and other costs at the AFGE National Headquarters Building. This cost sharing agreement will remain in effect until either (a) the contract is negotiated and signed or (b) the parties request impasse.

#### **IV. NEGOTIABILITY AND ISSUES:**

- A. Non-negotiability Claims: A claim of non-negotiability will not be made without proper supportive documentation to be provided at the time the claim of non-negotiability is made.
- B. Agreement of Issues: When the parties agree on language under a certain subject, they will sign off on each sub-section of the agreed upon proposal/article, until all sub-sections are agreed to, or all that remains are matters at Impasse or subjects being claimed as non-negotiable.
- C. Tabling: Tabling of a particular proposal/counter proposal may be done only three times per proposal at which time the proposal/counter proposal un-signed will be declared at Impasse or non-negotiable.

#### **V. OFFICIAL TIME**

The parties mutually agree to a bank of 400 hours for preparation for negotiations for

the Union negotiating team and that if requested, an additional 150 hours may be allocated to the Union negotiating team by the Chief Negotiator for the Employer.

#### VI. TRAINING

Within 90 calendar days following approval of the consolidated contract, Supervisors and Stewards will be jointly trained regarding the terms and conditions of the new consolidated master agreement.

#### VII. PUBLICATIONS:

Within 90 calendar days of the effective date of the agreement. Initially, 750 copies will be made and additional copies will be made as needed. Copies will be made available to the Union for distribution to the bargaining unit members. Employee's signature will be required to signature~ receipt of the new contract.

#### VIII. EXTENSION OF EXISTING CONTRACTS

All terms and conditions of existing negotiated agreements between the Employer and the Union shall remain in full force and effect until the new agreement is approved by the Department of Health and Human Services (DHHS).

Amendment to Negotiated Ground Rules  
Section IV C.

#### C. Tabling:

Either party may table any Article. Once an Article is tabled; it shall not be revisited until such time as all other remaining Articles have been agreed to or tabled. The exception to this practice shall be if the tabled Article is relevant to a subsequent Article and must be revisited. Both parties must agree to this exception.

Articles may only be tabled a total of three times at which time they will be declared either at impasse or non-negotiable.

This agreement shall serve as an amendment to the ground rules between the Parties. The Parties may mutually agree these ground rules may be revised from time to time as needed.

